

THE HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ANNA PATRICK, DOUGLAS MORRILL,  
ROSEANNE MORRILL, LEISA GARRETT,  
ROBERT NIXON, SAMANTHA NIXON,  
DAVID BOTTONFIELD, ROSEMARIE  
BOTTONFIELD, TASHA RYAN, ROGELIO  
VARGAS, MARILYN DEWEY, PETER  
ROLLINS, RACHAEL ROLLINS, KATRINA  
BENNY, SARA ERICKSON, GREG  
LARSON, and JAMES KING, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

DAVID L. RAMSEY, III, individually; HAPPY  
HOUR MEDIA GROUP, LLC, a Washington  
limited liability company; THE LAMPO  
GROUP, LLC, a Tennessee limited liability  
company,

Defendants.

Case No. 2:23-cv-00630-JLR

**DECLARATION OF GREGORY W.  
ALBERT IN SUPPORT OF PLAINTIFFS'  
RESPONSE TO DEFENDANTS DAVID  
RAMSEY, III AND THE LAMPO  
GROUP, LLC'S MOTION TO COMPEL  
ARBITRATION OF ALL CLAIMS AND  
STAY CASE PENDING ARBITRATION**

Noting Date: July 18, 2024

1 My name is Gregory W. Albert. My Washington State Bar Association number is 42673.

2 I am over the age of eighteen years and make this declaration under penalty of perjury.

3 1. I, along with other attorneys at Albert Law PLLC, represented claimants in  
4 approximately 60 arbitrations against Reed Hein & Associates LLC (“Reed Hein”)  
5 in 2020 and 2021. Fourteen of those arbitrations proceeded to an evidentiary hearing.  
6 Each of those arbitrations was heard by arbitrators with the American Arbitration  
7 Association (“AAA”) and under the AAA’s Consumer Arbitration Rules.

8 2. In each hearing, the arbitrator applied Washington law, consistent with the choice of  
9 law clause in the claimants’ contracts with Reed Hein. Each of those choice of law  
10 provisions was substantially similar to those in Plaintiffs’ contracts in this case, as  
11 were the arbitration clauses.

12 3. In February 2020, I filed a putative class action complaint against Reed Hein and  
13 Associates on behalf of my first Reed Hein client, Mr. Edgin, in King County  
14 Superior Court. Reed Hein was represented by the same law firm that now represents  
15 Happy Hour Media Group. Shortly after, Reed Hein moved to compel arbitration  
16 pursuant to its arbitration clause. Since the court granted the motion, we stopped  
17 filing in superior court and began filing demands for arbitration with the AAA. At  
18 some point, Reed Hein stopped paying arbitration awards in the arbitrations it  
19 requested the court compel. Based on my records, it appears that Reed Hein declined  
20 to pay \$415,234.42 of arbitration awards.

21 4. On September 2, 2021, we began receiving a series of letters from the AAA  
22 demanding Reed Hein pay arbitration fees in the case of *Brian Adolph v. Reed Hein*  
23 *and Associates* (Case No. 01-21-0005-0146) On September 24, 2021, we received a

letter declining to administer *Adolph v. Reed Hein* because the fees were not paid. The letter granted the parties the right to file the claims in court for resolution. It also instructed Reed Hein not to include the AAA in its arbitration clauses. On December 14, 2022, after we stopped filing arbitrations against Reed Hein, we received a letter from AAA stating it was initiating collection proceedings against Reed Hein. **Attached as Exhibit 1 are those letters.**

5. Once Reed Hein stopped paying arbitration fees and awards, my firm's clients were able to bring a class action against Reed Hein in federal court, *Adolph v. Reed Hein & Associates LLC et al.*, Case No. 2:21-cv-01378-BJR (W.D. Wash. 2021).
6. Attached to this declaration as **Exhibits 2 through 14** are awards from AAA arbitrations in which I or attorneys associated with Albert Law PLLC represented claimants in their claims against Reed Hein. Each of these awards was produced as part of Plaintiffs' initial disclosures in this case on July 10, 2023.
7. As part of the July 10, 2023 initial disclosures, Plaintiffs produced copies of spreadsheets which include detailed information about each of Reed Hein's customers, including Plaintiffs. The spreadsheets were originally created by Reed Hein during the State of Washington's lawsuit against it. For each customer, including Plaintiffs, the spreadsheets include information about each which form contract they signed along with referral sources recorded by Reed Hein.
8. Plaintiffs supplemented their initial disclosures on January 19, 2024. As part of their supplemental initial disclosures, Plaintiffs produced hundreds of complaints filed by Reed Hein customers with the Washington State Attorney General and other Attorneys General. The complaints include copies of form contracts signed by the

complainant and Reed Hein. Those form contracts include the same form contracts as signed by Plaintiffs in this case. The form contracts contain the same arbitration clauses as Plaintiffs' contracts. Examples of the form contracts containing the same arbitration clauses and produced as part of Plaintiffs' supplemental initial disclosures are attached to this declaration as **Exhibits 15 through 18**.

9. On February 21, 2024, the Ramsey Defendants served discovery requests on Plaintiffs. The requests sought information both from the group of plaintiffs as a whole and from each plaintiff individually. In total, the requests included 1,412 interrogatories and requests for production.

DATED this 26th day of July, 2024.

By: s/ Gregory W. Albert  
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